IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

	§	
UNILOC USA, INC., and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 6:15-cv-1006
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
TLM, INC. d/b/a	§	
ROBERT MCNEEL & ASSOCIATES,	§	
	§	JURY TRIAL DEMANDED
Defendant.	§	
	§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc., and Uniloc Luxembourg, S.A. (together "Uniloc"), as and

for their complaint against defendant, TLM, Inc. d/b/a/ Robert McNeel & Associates

("McNeel"), allege as follows:

THE PARTIES

1.   Uniloc USA, Inc. ("Uniloc USA") is a Texas corporation having a principal place

of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024.

Uniloc also maintains a placed of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2.   Uniloc Luxembourg S.A. ("Uniloc Luxembourg") is a Luxembourg public limited

liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-

2540, Luxembourg (R.C.S. Luxembourg B159161).

3.   Uniloc has researched, developed, manufactured and licensed information

security technology solutions, platforms and frameworks, including solutions for securing

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software applications and digital content. Uniloc Luxembourg has been awarded and owns a

number of patents. Uniloc's technologies enable, for example, software and content publishers

to distribute and sell their valuable technologies securely and with a minimum burden to their

legitimate and authorized end users. Uniloc's technologies are used in several markets,

including property rights management and critical infrastructure security.

4.   Upon information and belief, McNeel is a Washington corporation having a

principal place of business at 3670 Woodland Park Avenue N., Seattle, Washington 98103 and

does business in Texas and the judicial Eastern District of Texas. McNeel may be served with

process through its registered agent, Robert McNeel, 3670 Woodland Park Avenue N., Seattle,

Washington 98103.

JURISDICTION AND VENUE

5.   Uniloc brings this action for patent infringement under the patent laws of the

United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28

U.S.C. §§ 1331, 1338(a) and 1367.

6.   Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and

1400(b). Upon information and belief, McNeel is deemed to reside in this judicial district, has

committed acts of infringement in this judicial district, has purposely transacted business

involving the accused products in this judicial district, including sales to one or more customers

in Texas and/or has a regular and established place of business in this judicial district.

7.   McNeel is subject to this Court's jurisdiction pursuant to due process and/or the

Texas Long Arm Statute due at least to its substantial business in this State and judicial district,

including: (A) at least part of its past infringing activities, and (B) regularly doing or soliciting

business, engaging in persistent conduct and/or deriving substantial revenue from goods and

services provided to customers in Texas.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 7,024,696)

8.   Uniloc incorporates paragraphs 1-7 above by reference.

9.   Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,024,696

("the '696 Patent"), entitled METHOD AND SYSTEM FOR PREVENTION OF PIRACY OF A

GIVEN SOFTWARE APPLICATION VIA A COMMUNICATIONS NETWORK that issued

on April 4, 2006. A true and correct copy of the '696 Patent is attached as Exhibit A hereto.

10.   Uniloc USA is the exclusive licensee of the '696 Patent with ownership of all

substantial rights therein, including the right to grant sublicenses, to exclude others, and to

enforce, sue and recover past damages for the infringement thereof.

11.   McNeel has sold in the United States a software product titled Rhinoceros

5/Rhino 5 that includes a License Key:
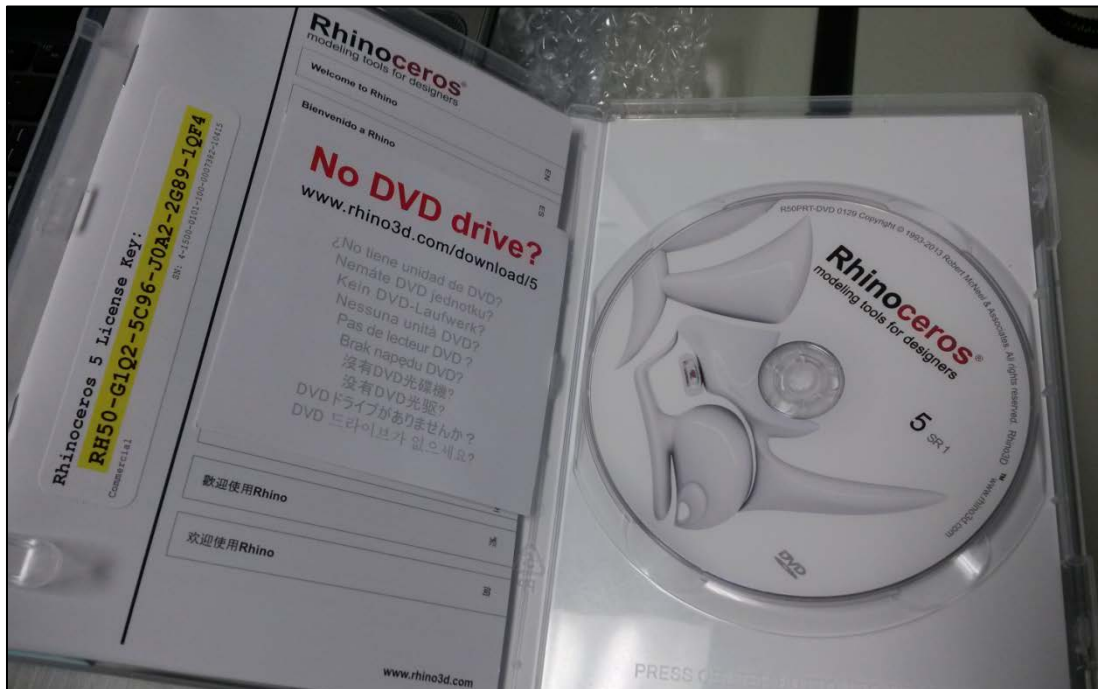
12.   Upon information and belief, the following describes, at least in part, the system requirements and recommendations for McNeel's Rhinoceros 5 product:

System requirements and recommendations

Rhino 5 for Windows runs on ordinary Windows desktop and laptop computers, with:

Hardware:
- 1 GB RAM. 8 GB or more is recommended
- DVD drive or an Internet connection for installation
- 600 MB disk space
- OpenGL 2 capable video card recommended
- Note: *Apple hardware is supported only with Bootcamp*

Operating systems:
- Windows 7 or 8 - recommended
- Windows Vista
- Windows XP (32-bit only) Service Pack 3
- Note: *Both 32- and 64-bit versions are installed on 64-bit Windows systems.*

Internet:
- Service releases downloaded automatically
- License validation and product registration is simplified

Not supported:
- Linux
- Windows NT, 95, 98, ME, or 2000
- Windows XP 64-bit
- Mac OS X, but an OS X version is under development. *Details...*
- Virtualization systems on OS X such as VMWare and Parallels

13.   Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:

Rhino 5 License Validation | en | de | es | fr | it | ja | ko | zh | zh-tw |

Rhino 5 introduces a new license validation system aimed to reduce the piracy of Rhino licenses. License validation associates your license with your e-mail address (or e-mail domain in the case of a Lab License) and, for upgrade licenses, your previous license key.

The Rhino license agreement allows you to have Rhino installed simultaneously on multiple computers so long as the license is in use on only one computer at a time. The validation system allows you to install your license on multiple computers, so long as you validate your license with the same information each time.

14.   Upon information and belief, the following describes, at least in part, entering License Information for the Rhino software:

15.   Upon information and belief, the following describes, at least in part, the

functionality of McNeel's Rhinoceros 5 License Validation:

16.   Upon information and belief, the following describes, at least in part, the

functionality of McNeel's Rhinoceros 5 License Validation:

17.   Upon information and belief, the following describes, at least in part, the

functionality of McNeel's Rhinoceros 5 License Validation:

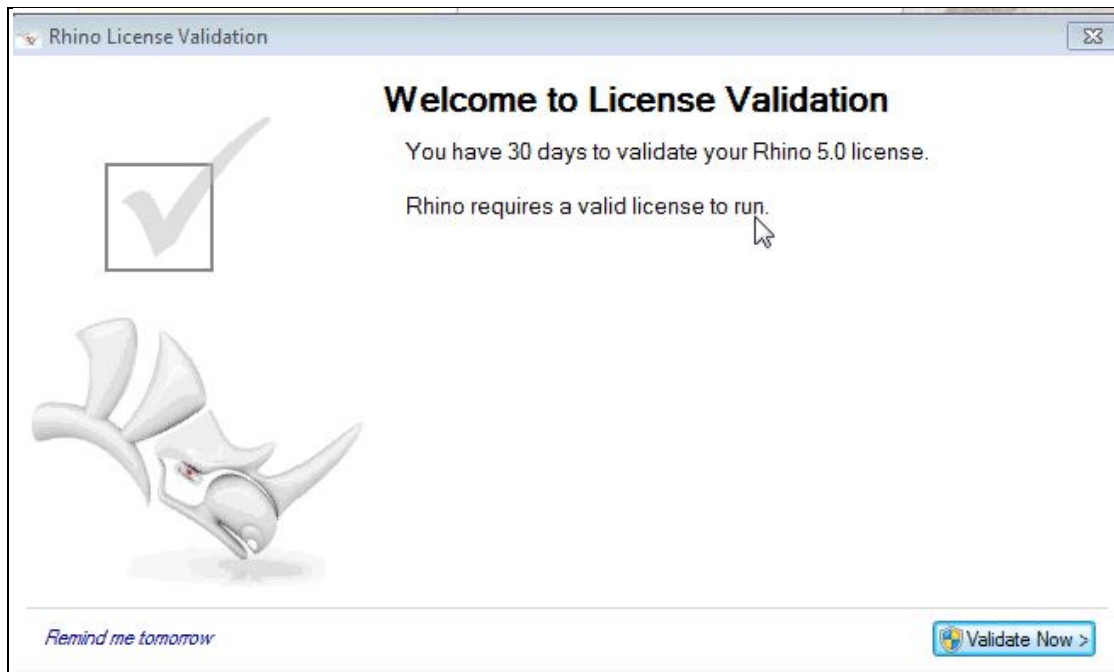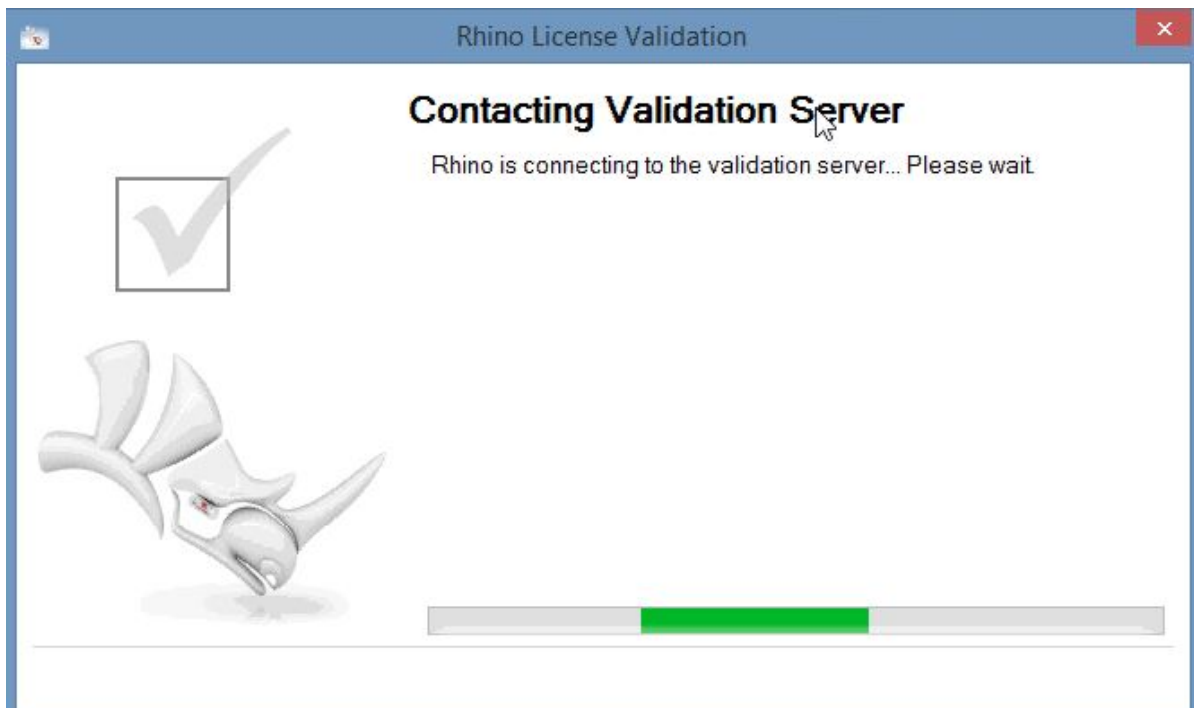18.   Upon information and belief, the following describes, at least in part, the

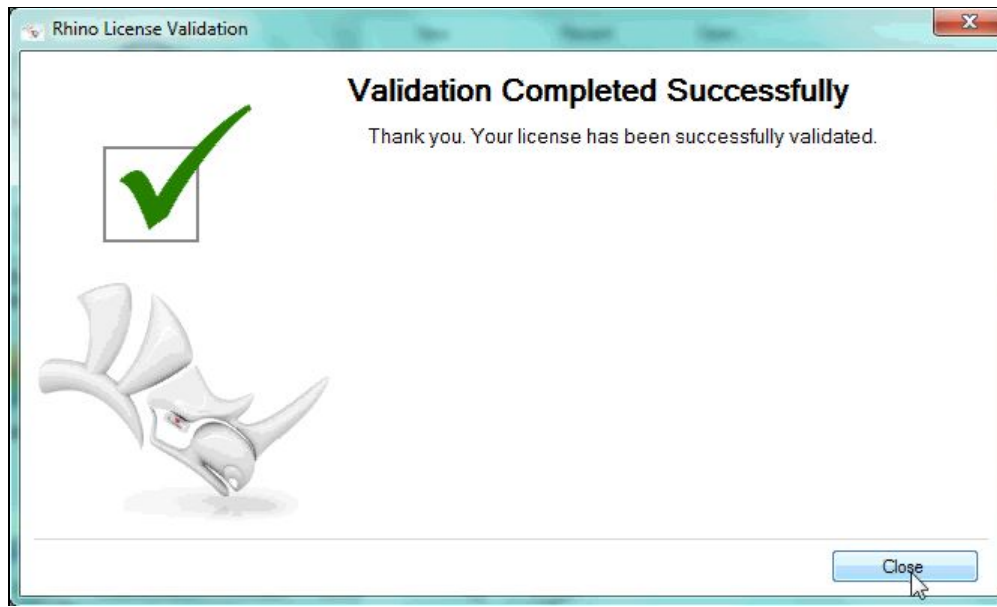functionality of McNeel's Rhinoceros 5 License Validation:

19.   Upon information and belief, the following describes, at least in part, the functionality of

McNeel's Rhinoceros 5 License Validation:

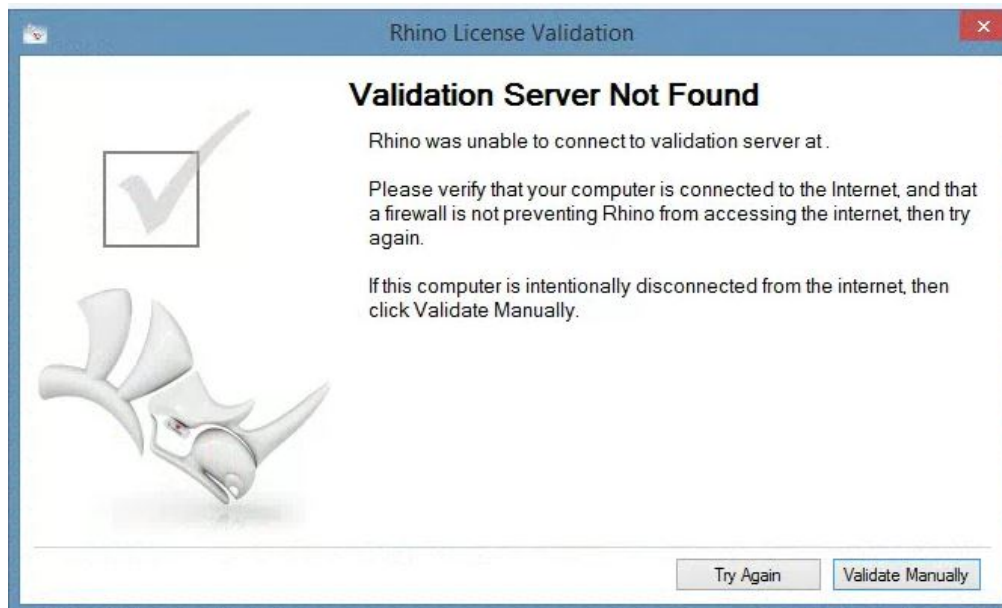20.   Upon information and belief, the following describes, at least in part, the

functionality of McNeel's Rhinoceros 5 License Validation:
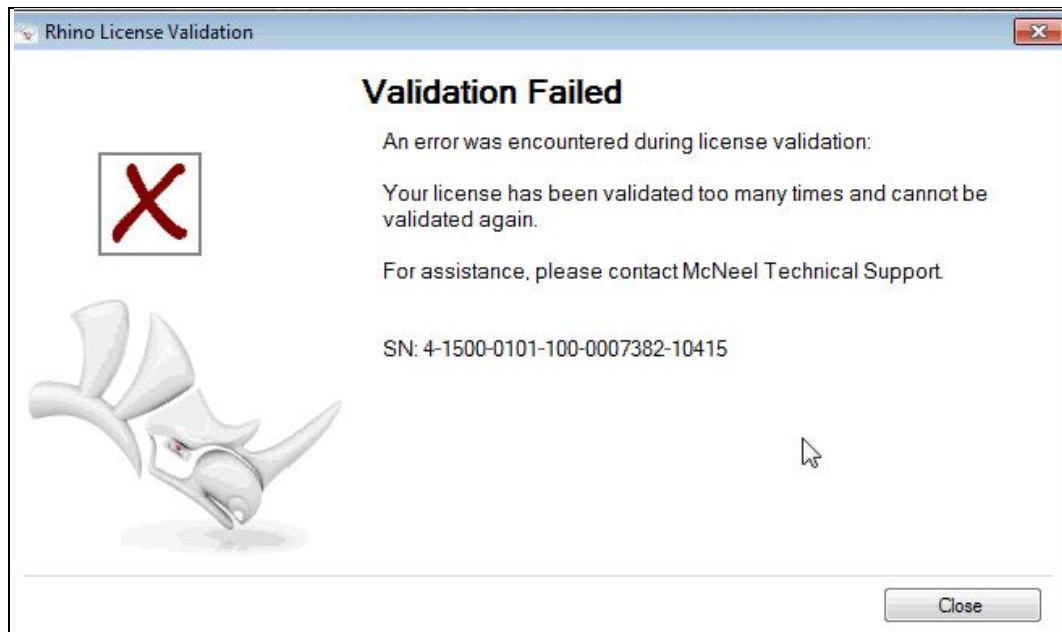
21.   Upon information and belief, the following describes, at least in part, installing

Rhino software in multiple locations:

22.   McNeel has directly infringed one or more claims of the '696 Patent in this

judicial district and elsewhere in Texas, including at least claim 1, either literally or under the

doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling

License Validation software that implements piracy prevention technology for products including, without limitation, Rhinoceros 5/Rhino 5.

23.   McNeel may have infringed the '696 Patent through other License Validation software utilizing the same or reasonably similar licensing functionality. Uniloc reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the Licensing Validation described above for the Rhinoceros 5/Rhino 5 software is identified for exemplary purposes and in no way limits the discovery and infringement allegations against McNeel concerning other software that incorporated the same or reasonably similar licensing functionality.

24.   Uniloc has been damaged, reparably and irreparably, by McNeel's infringement of the '696 Patent and such damage will continue unless and until McNeel is enjoined.

25.   Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC ("Flexera"). Uniloc is not alleging infringement of the '696 Patent based on any product, software, system, method or service provided by Flexera Software LLC or any Flexera Predecessor ("Flexera Products"). For the purposes of this action, a Flexera Predecessor is any predecessor business owned or controlled by Flexera, including, but not limited to, C-Dilla Limited, GLOBEtrotter Software, Inc., InstallShield Software Corporation, Flexera Holding LLC, Flex co Holding Company, Inc., Flexera Software Inc., Acresso Software Inc., Intraware, Inc., Managesoft Corporation, HONICO Software GmbH, LinkRight Software L.L.C., and Logiknet, Inc. (d/b/a SCCM Expert) and only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera from each of them, and Macrovision Corporation (renamed Rovi Solutions Corporation in July 2009) only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera Holdings

Company, Inc. in April 2008 (renamed Acresso Software Inc.), which later changed its name in

October 2009 to Flexera Software LLC. For purposes of this action, Flexera Products do not

include any third party products or services that provide activation, entitlement, licensing, usage

monitoring and management, auditing, or registration functionality or third party products and

services that are activated, licensed or registered exclusively and independently of products,

software, systems, methods or services provided by Flexera or Flexera Predecessors. All

allegations of past infringement against defendant(s) herein are made exclusively and

independently of the authorized use of Flexera Products.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against McNeel as follows:

(A)   that McNeel has infringed the '696 Patent;

(B)   awarding Uniloc its damages suffered as a result of McNeel's infringement of the

'696 Patent pursuant to 35 U.S.C. § 284;

(C)   enjoining McNeel, its officers, directors, agents, servants, affiliates, employees,

divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it

from infringing the '696 Patent pursuant to 35 U.S.C. § 283;

(D)   awarding Uniloc its costs, attorneys' fees, expenses and interest, and

(E)   granting Uniloc such other and further relief as the Court may deem just and

proper.

DEMAND FOR JURY TRIAL

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: November 20, 2015.   Respectfully submitted,

                                             By: */s/ Craig Tadlock*
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                                             Keith Smiley
                                             Texas State Bar No. 24067869
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                                             ATTORNEYS FOR THE PLAINTIFFS